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| Madison County | STATE OF TENNESSEE CIVIL SUMMONS page 1 of 1 | Case Number CV- 79543 |
| The Cincinnati Insurance Co. a corporation, Vs. CRST International, CRST Expedited Solutions, and Antonio Tinsley, et al | | |

Served On: as Subrogee of DK USA, INC. CRST International, 201 1st St. SE, Cedar Rapids, IA 52401

You are hereby summoned to defend a civil action filed against you in Chancery Court, Madison County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the below date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: 9/25/2020 FAM CARTER, CLERK & MASTER
Clerk / Deputy Clerk

Attorney for Plaintiff: Gregory A. Eldridge, Pro Hac Vice pending
P.O. Box 1347, Mobile, AL 36633, (251) 344-8181; GAE@sshlawpc.com

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA § 26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to _____, _____ Clerk, _____ County

CERTIFICATION (IF APPLICABLE)

I, _____, Clerk of _____ County do certify this to be a true and correct copy of the original summons issued in this case.

Date: _____
Clerk / Deputy Clerk

OFFICER'S RETURN: Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows: _____

Date: _____ By: _____
Officer, Title

RETURN ON SERVICE OF SUMMONS BY MAIL: I hereby certify and return that on _____, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant _____. On _____ I received the return receipt, which had been signed by _____ on _____. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: _____ Notary Public / Deputy Clerk (Comm. Expires _____)

Signature of Plaintiff _____ Plaintiff's Attorney (or Person Authorized to Serve Process)
(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call _____, ADA Coordinator, at () _____.



DEFENDANT'S COPY

DEFENDANT'S COPY

IN THE CHANCERY COURT OF MADISON COUNTY, TENNESSEE

CINCINNATI INSURANCE COMPANY,
as Subrogee of DK USA, INC.,

Plaintiff,

v.

CRST INTERNATIONAL, CRST
EXPEDITED SOLUTIONS, and
ANTONIO TINSLEY, A, B, C, D, E. and F
being a firm, person, partnership,
corporation or other entities who owned,
operated, maintained, employed or
supervised the driver or tractor trailer
truck at issue in this case. Plaintiff avers
that the identities of the fictitious party
Defendant(s) listed herein are otherwise
unknown to Plaintiff at this time, or if
known to Plaintiff at this time, the
identities of such as proper party
Defendants is not known to the Plaintiff at
this time, but will be inserted by Way of
Amendment when ascertained, jointly and
severally,

Defendants.

CASE NO.:

CV 79543

FILED

TIME: 9:00

SEP 25 2020

PAM CARTER
CLERK & MASTER

BY: [Signature]
DEPUTY CLERK

COMPLAINT

COMES NOW, Plaintiff, CINCINNATI INSURANCE COMPANY, as Subrogee of DK USA, INC (hereinafter "DK USA"), by and through undersigned counsel, and files its Complaint against Defendants, CRST INTERNATIONAL, CRST EXPEDITED SOLUTIONS, and ANTONIO TINSLEY, A, B, C, D, E and F as follows:

1. At all times material to this action, CINCINNATI INSURANCE COMPANY (hereinafter "Cincinnati") was a foreign corporation licensed to do business in the State of Tennessee.

2. Plaintiff's subrogor, DK USA, Inc. (hereinafter 'DK USA), is a domestic corporation, licensed to do business in the State of Tennessee.

3. At all times material to this action, the Defendant, CRST INTERNATIONAL, upon information and belief, was a domestic corporation, licensed to do business in the State of Tennessee.

4. At all times material to this action, the Defendant, CRST EXPEDITED SOLUTIONS, upon information and belief, was a domestic corporation, licensed to do business in the State of Tennessee.

5. At all times material to this action, the Defendant, Antonio Tinsley, upon information and belief, is an adult resident of Macon, GA and an employee and driver for CRST INTERNATIONAL and CRST EXPEDITED SOLUTIONS and was a trainee driver at the time of this incident.

6. Defendants A, B, C, D, E, and F are those persons, firms, corporations or other entities or employees of those persons, firms, corporations, or other entities who owned, operated, maintained, employed or supervised the driver or tractor trailer truck at issue in this case or otherwise whose conduct proximately caused damage to the Plaintiff and whose true and correct legal identities are unknown to the plaintiff at this time, but will be added by amendment when ascertained.

7. The incident made the basis of this Complaint occurred within the jurisdictional boundaries of Madison County, Tennessee.

8. The incident made the basis of this Complaint occurred during the effective term of an insurance policy between Cincinnati and its subrogor, DK USA. Under the terms of said policy, Cincinnati bargained for and obtained the right to institute this civil proceeding against the Defendants for the incident made the basis of this Complaint.

9. On or about October 3, 2017, in Jackson, Tennessee, at approximately 6:00 am at the Gulf Gas Station, owned and operated by the Plaintiff DK USA, located at 2112 Highway 70 East, a commercial tractor trailer rig operated by Antonio Tinsley and/or CRST International and/or CRST Expedited Solutions was attempting to turn around in the Gulf Gas station parking lot when the trailer struck a diesel pump, causing damage and a rupture in the diesel supply line, resulting in significant property damage and diesel fuel leakage.

10. At the time of the above-described incident, Defendant Tinsley was operating the tractor-trailer rig within the line and scope of his employment as an agent and/or employee of Defendant CRST International and/or Defendant CRST Expedited Solutions.

11. The collision with the diesel pumps caused significant and extensive damage to the property, significant diesel fuel leakage and spillage from the pump, lost business income due to the required closing of the business during repairs, as well as significant environmental impacts and damage from the leaking diesel fuel.

12. Following the incident, DK USA submitted a claim to Cincinnati for the damages caused by the tractor trailer striking the fuel pump and other related damages, and pursuant to the

terms of the policy of insurance between DK USA and Cincinnati, Cincinnati paid its insured \$573,232.60.

COUNT ONE - NEGLIGENCE

13. Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 12 hereinabove and incorporate same as if fully set out herein.

14. Defendants CRST International and/or CRST Expedited Solutions and/or Antonio Tinsley and/or Defendants A-F were negligent at the time of the incident by attempting to turn and navigate through a gas station resulting in the tractor trailer striking a fuel pump causing significant damage. Furthermore, the defendants CRST International and/or CRST Expedited Solutions were negligent by allowing and entrusting a trainee driver to attempt to turn around and navigate a commercial tractor trailer rig through a gas station lot without supervision and while the trainer and supervisor was sleeping in the rear of the cab, resulting in the tractor trailer striking the fuel pump and causing significant property damage as set forth hereinabove. Furthermore, Defendants failed to properly supervise the Defendant Antonio Tinsley on the day of the loss. Said negligence and failure proximately resulted in the damages claimed.

15. As a proximate result of the aforesaid negligence of the Defendants, and pursuant to the aforesaid policy of insurance, Cincinnati paid its insured \$573,232.60.

WHEREFORE, the Plaintiff, Cincinnati Insurance Company, as Subrogee of DK USA, demands judgment against Defendants, CRST INTERNATIONAL, CRST EXPEDITED SOLUTIONS, ANTONIO TINSLEY, and A-F in the amount of FIVE HUNDRED SEVENTY THREE THOUSAND, TWO HUNDRED THIRTY TWO and 60/100 DOLLARS (\$573,232.60), and for such other, further, or additional relief as the Court may deem just and proper.

**COUNT TWO – NEGLIGENT HIRING, RETENTION, MONITORING, SUPERVISION,
AND OR TRAINING**

16. Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 15 hereinabove and incorporate same as if fully set out herein.

17. Defendants CRST International and/or CRST Expedited Solutions and or A-F negligently hired, trained (or failed to adequately train), monitored (or failed to adequately monitor), supervised (or failed to adequately supervise), instructed (or failed to adequately instruct) Antonio Tinsley and as a proximate result Plaintiff suffered damages set forth hereinabove.

18. The damages suffered by the Plaintiff as set out hereinabove were the proximate result of the negligence of the Defendants CRST International and/or CRST Expedited Solutions in one or more of the following respects:

- a. Negligently failing to properly and/or adequately educate, train and/or supervise Defendant Antonio Tinsley;
- b. Negligently failing to adequately instruct, monitor and/or direct the driver of the aforesaid tractor-trailer involved in the incident made the basis of this lawsuit;
- c. Negligently failing to determine whether the driver of the aforesaid tractor-trailer was properly qualified;
- d. Negligently hiring and/or retaining Defendant Antonio Tinsley;
- e. Negligently operating a commercial vehicle by an unqualified and/or incompetent driver;

f. Negligently failing to institute an adequate safety program for all drivers of commercial motor vehicles utilized by these Defendants;

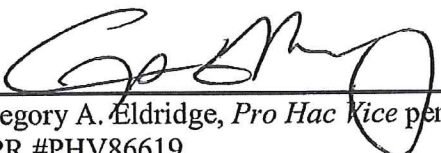
19. As a proximate result of the aforesaid negligence of the Defendants, and pursuant to the aforesaid policy of insurance, Cincinnati paid its insured \$573,232.60.

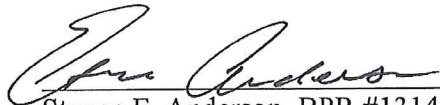
WHEREFORE, the Plaintiff, Cincinnati Insurance Company, as Subrogee of DK USA, demands judgment against Defendants, CRST INTERNATIONAL, CRST EXPEDITED SOLUTIONS, ANTONIO TINSLEY and A-F in the amount of FIVE HUNDRED SEVENTY THREE THOUSAND, TWO HUNDRED THIRTY TWO and 60/100 DOLLARS (\$573,232.60), plus pre-judgment interest, attorney fees, costs of this action and for such other, further, or additional relief as the Court may deem just and proper.

Respectfully submitted,

ANDERSON & REYNOLDS, PLC

By:


Gregory A. Eldridge, *Pro Hac Vice* pending
BPR #PHV86619
169 Dauphin St. Suite 200
Mobile, AL 36602
(251) 344-8181
gae@sshlawpc.com


Steven E. Anderson, BPR #13143
Anderson & Reynolds PLC
120 30th Ave. North
Nashville, TN 37203
(615) 942-1700
sanderson@andersonreynolds.com
sreynolds@andersonreynolds.com

DEFENDANTS TO BE SERVED BY COUNSEL AS FOLLOWS:

VIA CERTIFIED MAIL

CRST INTERNATIONAL
201 1st St. SE
Cedar Rapids, Iowa 52401

CRST Expedited Solutions
1332 Edgewood Rd. SW
Cedar Rapids, Iowa 52404

Antonio Tinsley
797 Grosso Ave
Macon, GA 31204

STATE OF TENNESSEE
COUNTY OF MADISON
I, Pam Carter, Clerk & Master of the
Chancery Court at Jackson, Tennessee, certify
that the foregoing and attached is a true copy
of the Complaint
of record in this case.
This 25 day of Sept., 2020
PAM CARTER
CLERK & MASTER
BY: [Signature] D.C. & M.

| | | |
|---|--|-------------------------|
| Madison County | STATE OF TENNESSEE CIVIL SUMMONS page 1 of 1 | Case Number CV-79543 |
| The Cincinnati Insurance Co. a corporation, | Vs. CRST International, CRST Expedited | |

Served On: as Subrogee of DK USA, INC. Solutions, and Antonio Tinsley, et al
CRST Expedited Solutions, 1332 Edgewood Rd., SW, Cedar Rapids, IA 52401

You are hereby summoned to defend a civil action filed against you in Chancery Court, Madison County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the below date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: 9/25/2020

FAM CARTER, CLERK & MASTER

Clerk / Deputy Clerk

Attorney for Plaintiff: Gregory A. Eldridge, Pro Hac Vice pending
P.O. Box 1347, Mobile, AL 36633, (251) 344-8181; GAE@sshlawpc.com

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA § 26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to _____, Clerk, _____ County

CERTIFICATION (IF APPLICABLE)

I, _____, Clerk of _____ County do certify this to be a true and correct copy of the original summons issued in this case.

Date: _____
Clerk / Deputy Clerk

OFFICER'S RETURN: Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows: _____

Date: _____ By: _____
Officer, Title

RETURN ON SERVICE OF SUMMONS BY MAIL: I hereby certify and return that on _____, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant _____. On _____ I received the return receipt, which had been signed by _____ on _____. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: _____ Notary Public / Deputy Clerk (Comm. Expires _____)

Signature of Plaintiff _____ Plaintiff's Attorney (or Person Authorized to Serve Process)
(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call _____, ADA Coordinator, at () _____.

DEFENDANT'S COPY

DEFENDANT'S COPY

IN THE CHANCERY COURT OF MADISON COUNTY, TENNESSEE

CINCINNATI INSURANCE COMPANY,
as Subrogee of DK USA, INC.,

Plaintiff,

v.

CRST INTERNATIONAL, CRST
EXPEDITED SOLUTIONS, and
ANTONIO TINSLEY, A, B, C, D, E. and F
being a firm, person, partnership,
corporation or other entities who owned,
operated, maintained, employed or
supervised the driver or tractor trailer
truck at issue in this case. Plaintiff avers
that the identities of the fictitious party
Defendant(s) listed herein are otherwise
unknown to Plaintiff at this time, or if
known to Plaintiff at this time, the
identities of such as proper party
Defendants is not known to the Plaintiff at
this time, but will be inserted by Way of
Amendment when ascertained, jointly and
severally,

Defendants.

CASE NO.:

CV 79543FILED
TIME: 9:00

SEP 25 2020

PAM CARTER
CLERK & MASTER
BY: H. J. Jones
DEPUTY CLERK

COMPLAINT

COMES NOW, Plaintiff, CINCINNATI INSURANCE COMPANY, as Subrogee of DK USA, INC (hereinafter "DK USA"), by and through undersigned counsel, and files its Complaint against Defendants, CRST INTERNATIONAL, CRST EXPEDITED SOLUTIONS, and ANTONIO TINSLEY, A, B, C, D, E and F as follows:

1. At all times material to this action, CINCINNATI INSURANCE COMPANY (hereinafter "Cincinnati") was a foreign corporation licensed to do business in the State of Tennessee.

2. Plaintiff's subrogor, DK USA, Inc. (hereinafter 'DK USA), is a domestic corporation, licensed to do business in the State of Tennessee.

3. At all times material to this action, the Defendant, CRST INTERNATIONAL, upon information and belief, was a domestic corporation, licensed to do business in the State of Tennessee.

4. At all times material to this action, the Defendant, CRST EXPEDITED SOLUTIONS, upon information and belief, was a domestic corporation, licensed to do business in the State of Tennessee.

5. At all times material to this action, the Defendant, Antonio Tinsley, upon information and belief, is an adult resident of Macon, GA and an employee and driver for CRST INTERNATIONAL and CRST EXPEDITED SOLUTIONS and was a trainee driver at the time of this incident.

6. Defendants A, B, C, D, E, and F are those persons, firms, corporations or other entities or employees of those persons, firms, corporations, or other entities who owned, operated, maintained, employed or supervised the driver or tractor trailer truck at issue in this case or otherwise whose conduct proximately caused damage to the Plaintiff and whose true and correct legal identities are unknown to the plaintiff at this time, but will be added by amendment when ascertained.

7. The incident made the basis of this Complaint occurred within the jurisdictional boundaries of Madison County, Tennessee.

8. The incident made the basis of this Complaint occurred during the effective term of an insurance policy between Cincinnati and its subrogor, DK USA. Under the terms of said policy, Cincinnati bargained for and obtained the right to institute this civil proceeding against the Defendants for the incident made the basis of this Complaint.

9. On or about October 3, 2017, in Jackson, Tennessee, at approximately 6:00 am at the Gulf Gas Station, owned and operated by the Plaintiff DK USA, located at 2112 Highway 70 East, a commercial tractor trailer rig operated by Antonio Tinsley and/or CRST International and/or CRST Expedited Solutions was attempting to turn around in the Gulf Gas station parking lot when the trailer struck a diesel pump, causing damage and a rupture in the diesel supply line, resulting in significant property damage and diesel fuel leakage.

10. At the time of the above-described incident, Defendant Tinsley was operating the tractor-trailer rig within the line and scope of his employment as an agent and/or employee of Defendant CRST International and/or Defendant CRST Expedited Solutions.

11. The collision with the diesel pumps caused significant and extensive damage to the property, significant diesel fuel leakage and spillage from the pump, lost business income due to the required closing of the business during repairs, as well as significant environmental impacts and damage from the leaking diesel fuel.

12. Following the incident, DK USA submitted a claim to Cincinnati for the damages caused by the tractor trailer striking the fuel pump and other related damages, and pursuant to the

terms of the policy of insurance between DK USA and Cincinnati, Cincinnati paid its insured \$573,232.60.

COUNT ONE - NEGLIGENCE

13. Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 12 hereinabove and incorporate same as if fully set out herein.

14. Defendants CRST International and/or CRST Expedited Solutions and/or Antonio Tinsley and/or Defendants A-F were negligent at the time of the incident by attempting to turn and navigate through a gas station resulting in the tractor trailer striking a fuel pump causing significant damage. Furthermore, the defendants CRST International and/or CRST Expedited Solutions were negligent by allowing and entrusting a trainee driver to attempt to turn around and navigate a commercial tractor trailer rig through a gas station lot without supervision and while the trainer and supervisor was sleeping in the rear of the cab, resulting in the tractor trailer striking the fuel pump and causing significant property damage as set forth hereinabove. Furthermore, Defendants failed to properly supervise the Defendant Antonio Tinsley on the day of the loss. Said negligence and failure proximately resulted in the damages claimed.

15. As a proximate result of the aforesaid negligence of the Defendants, and pursuant to the aforesaid policy of insurance, Cincinnati paid its insured \$573,232.60.

WHEREFORE, the Plaintiff, Cincinnati Insurance Company, as Subrogee of DK USA, demands judgment against Defendants, CRST INTERNATIONAL, CRST EXPEDITED SOLUTIONS, ANTONIO TINSLEY, and A-F in the amount of FIVE HUNDRED SEVENTY THREE THOUSAND, TWO HUNDRED THIRTY TWO and 60/100 DOLLARS (\$573,232.60), and for such other, further, or additional relief as the Court may deem just and proper.

**COUNT TWO – NEGLIGENT HIRING, RETENTION, MONITORING, SUPERVISION,
AND OR TRAINING**

16. Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 15 hereinabove and incorporate same as if fully set out herein.

17. Defendants CRST International and/or CRST Expedited Solutions and or A-F negligently hired, trained (or failed to adequately train), monitored (or failed to adequately monitor), supervised (or failed to adequately supervise), instructed (or failed to adequately instruct) Antonio Tinsley and as a proximate result Plaintiff suffered damages set forth hereinabove.

18. The damages suffered by the Plaintiff as set out hereinabove were the proximate result of the negligence of the Defendants CRST International and/or CRST Expedited Solutions in one or more of the following respects:

- a. Negligently failing to properly and/or adequately educate, train and/or supervise Defendant Antonio Tinsley;
- b. Negligently failing to adequately instruct, monitor and/or direct the driver of the aforesaid tractor-trailer involved in the incident made the basis of this lawsuit;
- c. Negligently failing to determine whether the driver of the aforesaid tractor-trailer was properly qualified;
- d. Negligently hiring and/or retaining Defendant Antonio Tinsley;
- e. Negligently operating a commercial vehicle by an unqualified and/or incompetent driver;

f. Negligently failing to institute an adequate safety program for all drivers of commercial motor vehicles utilized by these Defendants;

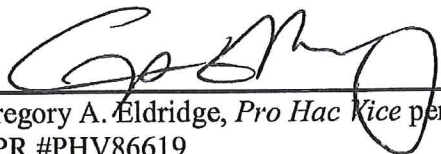
19. As a proximate result of the aforesaid negligence of the Defendants, and pursuant to the aforesaid policy of insurance, Cincinnati paid its insured \$573,232.60.

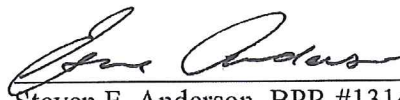
WHEREFORE, the Plaintiff, Cincinnati Insurance Company, as Subrogee of DK USA, demands judgment against Defendants, CRST INTERNATIONAL, CRST EXPEDITED SOLUTIONS, ANTONIO TINSLEY and A-F in the amount of FIVE HUNDRED SEVENTY THREE THOUSAND, TWO HUNDRED THIRTY TWO and 60/100 DOLLARS (\$573,232.60), plus pre-judgment interest, attorney fees, costs of this action and for such other, further, or additional relief as the Court may deem just and proper.

Respectfully submitted,

ANDERSON & REYNOLDS, PLC

By:


Gregory A. Eldridge, *Pro Hac Vice* pending
BPR #PHV86619
169 Dauphin St. Suite 200
Mobile, AL 36602
(251) 344-8181
gae@sshlawpc.com


Steven E. Anderson, BPR #13143
Anderson & Reynolds PLC
120 30th Ave. North
Nashville, TN 37203
(615) 942-1700
sanderson@andersonreynolds.com
sreynolds@andersonreynolds.com

DEFENDANTS TO BE SERVED BY COUNSEL AS FOLLOWS:

VIA CERTIFIED MAIL

CRST INTERNATIONAL
201 1st St. SE
Cedar Rapids, Iowa 52401

CRST Expedited Solutions
1332 Edgewood Rd. SW
Cedar Rapids, Iowa 52404

Antonio Tinsley
797 Grosso Ave
Macon, GA 31204

STATE OF TENNESSEE
COUNTY OF MADISON
I, Pam Carter, Clerk & Master of the
Chancery Court at Jackson, Tennessee, certify
that the foregoing and attached is a true copy
of the Complaint
of record in this case.
This 25 day of Sept., 2020
PAM CARTER
CLERK & MASTER
BY: [Signature] D.C. & M.